Oct. 19. 2018 3:08PM

No. 2894 P. 1/2

IN THE INTEED STATES BANKRUPTCY COURT FOR THE BASTERN DISTRICT OF PENNSYLVANIA

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STIPULATION

AND NOW, it is hereby slightly and agreed by and hetween the undersigned as follows:

The post-perinon arreatage on the Ipan held by the Movant on the Debtor's vehicle
is \$1,300,32, which breaks down as follows:

Rost Cattlen Fayments: July 25, 2018 to September 25, 2018 at \$464.40/month. Suspense Balance: \$392.68 Total Post Pattlen Arrayce: \$1,300.32

- 2. The Debtor(s) shall cure said arrearages in the following manner:
- a). Beginning on Galobar 26, 2018 and confinuing through March 25, 2019, until the arregrages are cured. Dishtor(s) shall pay the present regular menthly payment of \$464.40 on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-fish (25th) day of each manth, plus an installment payment of \$216.72 towards the arregrages on or before the last day of each month at the address below:

TMCC P.O. Box 5855 Carol Stream, IL 60197,8853

- b) Maintenance of current monthly vehicle payments to the Movant thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made; but not credited. Movem shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this unputation, the Mayant shall notice Debicates and Debicats automay of the depayle in

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No. 2894 P. 2/2

writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fall to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

- 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived
- 6. If the case is converted to Chapter 7, the Movent shall file a Certification of Default with the court and the court shall enter an order granting the Movent relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either distribusal or discharge, this agreement shall be null and yold, and is not binding upon the parties.
- 8. The provisions of this adjulation do not constitute a walver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and coats, due under the terms of the vehicle and applicable law.

9. The parties agree that a facstratic signature shall be considered an original signature.

Date: October 9, 2018

By: 68 Kevin G. McDonald, Esquire
Attorney for Movent

min 10/22/18

Michael A. Gibik, Esquire Attorney for Debtor BALLAN DOBIN

Date: 10 22 19

William C. Miller, Paquice

Chapter 13 Trusteo

NO OBJECTION

*without prejudice to any
trustee tights or remedies.

Approved by the Court this ______ day of ________.2018. However, the court retains discretion regarding entry of any further order.

Bankruptcy Judge Eric L. Prank

Document Page 3 of 4 IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Randall T. Drain Sr.		CHAPTER 13						
	<u>Debtor</u>							
Toyota Lease Trust	3.6							
vs.	<u>Movant</u>	NO. 18-11845 ELF						
Randall T. Drain Sr.	Dalace (A)							
	<u>Debtor(s)</u>	11 11 0 0 0 1 262						
William C. Miller Esq.	<u>Trustee</u>	11 U.S.C. Section 362						

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is \$1,300.32, which breaks down as follows;

Post-Petition Payments: July 25, 2018 to September 25, 2018 at \$464.40/month

Suspense Balance: \$92.88 **Total Post-Petition Arrears** \$1,300.32

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on October 25, 2018 and continuing through March 25, 2019, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$464.40 on the vehicle (or as adjusted pursuant to the terms of the vehicle) on or before the twenty-fifth (25th) day of each month, plus an installment payment of \$216.72 towards the arrearages on or before the last day of each month at the address below;

TMCC P.O. Box 5855

Carol Stream, IL 60197-5855

- b). Maintenance of current monthly vehicle payments to the Movant thereafter.
- 3. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

Case 18-11845-elf Doc 40 Filed 10/23/18 Entered 10/23/18 16:18:32 Desc Main Document Page 4 of 4 writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

- 5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.
 - 9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 9, 2018	By: <u>/s/ Kevin G. McDonald, Esquire</u> Attorney for Movant
Date:	Michael A. Cibik, Esquire Attorney for Debtor
Date:	William C. Miller, Esquire Chapter 13 Trustee
Approved by the Court this day of retains discretion regarding entry of any furth	, 2018. However, the court ner order.
	Bankruptcy Judge Eric L. Frank